

IN THE DISTRICT COURT OF THE UNITED STATES  
FOR THE DISTRICT OF SOUTH CAROLINA  
COLUMBIA DIVISION

UNITED STATES OF AMERICA

Criminal No: 3:17-616

v.

PLEA AGREEMENT

**CORNELIUS LYLES**

**a/k/a Premo**

**a/k/a Premo Finesse**

General Provisions

This PLEA AGREEMENT is made this 31<sup>st</sup> day of July, 2017, between the United States of America, as represented by United States Attorney BETH DRAKE, Assistant United States Attorneys Jim May and Jamie Schoen; the Defendant, **CORNELIUS LYLES, a/k/a Premo, a/k/a Premo Finesse**, and Defendant's attorney, Kathy Evatt.

IN CONSIDERATION of the mutual promises made herein, the parties agree as follows:

1. The Defendant agrees to waive Indictment and arraignment, and plead guilty to an Information charging, enticement of a person to travel in interstate commerce for prostitution, in violation of Title 18, United States Code, § 2422.

In order to sustain its burden of proof, the Government is required to prove the following:

Count 1

- a. The defendant persuaded, induced, enticed, or coerced or attempted to persuade, induce, entice or coerce;
- b. an individual to travel in interstate commerce;
- c. to engage in prostitution;
- d. and the defendant did so knowingly.

The penalty for this offense is:

Imprisonment of up to 20 years, a fine of up to \$250,000, five years to life of supervised release, a \$100 special assessment, and a JVTA special assessment of \$5,000.

- 2. The Defendant understands and agrees that monetary penalties [i.e., special assessments, restitution, fines and other payments required under the sentence] imposed by the Court are due immediately and subject to enforcement by the United States as civil judgments, pursuant to 18 USC § 3613. The Defendant also understands that payments made in accordance with installment schedules set by the Court are minimum payments only and do not preclude the government from seeking to enforce the judgment against other assets of the defendant at any time, as provided in 18 USC §§ 3612, 3613 and 3664(m).

The Defendant further agrees to enter into the Bureau of Prisons Inmate Financial Responsibility Program if sentenced to a term of incarceration with an unsatisfied monetary penalty. The Defendant further understands that any monetary penalty imposed is not dischargeable in bankruptcy.

- A. Special Assessment: Pursuant to 18 U.S.C. §3013, the Defendant must pay a special assessment of \$100.00 for each felony count for which he is convicted. This special assessment must be paid at or before the time of the guilty plea hearing.
- B. Restitution: The Defendant agrees to make full restitution under 18 U.S.C. § 3556 in an amount to be determined by the Court at the time of sentencing, which amount is not limited to the count(s) to which the Defendant pled guilty, but will include restitution to each and every identifiable victim who may have been harmed by his scheme or pattern of criminal activity, pursuant to 18 U.S.C. §§ 3663 and 3663A. The Defendant agrees to cooperate fully with the Government in identifying all victims.

- C. Fines: The Defendant understands that the Court may impose a fine pursuant to 18 U.S.C. §§ 3571 and 3572.
  - d. Special Assessment pursuant to Justice for Victims of Trafficking Act: The Defendant also understands that unless the Sentencing Court finds the Defendant to be indigent, an additional mandatory special assessment of \$5,000 will be imposed, pursuant to 18 U.S.C. § 3014.
3. The Defendant understands that the obligations of the Government within the Plea Agreement are expressly contingent upon the Defendant's abiding by federal and state laws and complying with any bond executed in this case. In the event that the Defendant fails to comply with any of the provisions of this Agreement, either express or implied, the Government will have the right, at its sole election, to void all of its obligations under this Agreement and the Defendant will not have any right to withdraw his plea of guilty to the offense(s) enumerated herein.

**Cooperation and Forfeiture**

4. The Defendant agrees to be fully truthful and forthright with federal, state and local law enforcement agencies by

providing full, complete and truthful information about all criminal activities about which he has knowledge. The Defendant must provide full, complete and truthful debriefings about these unlawful activities and must fully disclose and provide truthful information to the Government including any books, papers, or documents or any other items of evidentiary value to the investigation. The Defendant must also testify fully and truthfully before any grand juries and at any trials or other proceedings if called upon to do so by the Government, subject to prosecution for perjury for not testifying truthfully. The failure of the Defendant to be fully truthful and forthright at any stage will, at the sole election of the Government, cause the obligations of the Government within this Agreement to become null and void. Further, it is expressly agreed that if the obligations of the Government within this Agreement become null and void due to the lack of truthfulness on the part of the Defendant, the Defendant understands that:

- a. the Defendant will not be permitted to withdraw his plea of guilty to the offenses described above;
- b. all additional charges known to the Government may be filed in the appropriate district;

- c. the Government will argue for a maximum sentence for the offense to which the Defendant has pleaded guilty; and
  - d. the Government will use any and all information and testimony provided by the Defendant pursuant to this Agreement, or any prior proffer agreements, in the prosecution of the Defendant of all charges.
5. The Defendant agrees to submit to such polygraph examinations as may be requested by the Government and agrees that any such examinations shall be performed by a polygraph examiner selected by the Government. Defendant further agrees that his refusal to take or his failure to pass any such polygraph examination to the Government's satisfaction will result, at the Government's sole discretion, in the obligations of the Government within the Agreement becoming null and void.
6. Provided the Defendant cooperates and complies with all the terms of this Agreement, the Government agrees that it will not attempt to directly use any self-incriminating information provided by the Defendant as a result of the cooperation required by the terms of this Agreement in any pending or future prosecution. The Defendant agrees that the Government may make derivative use of such information as it

sees fit. The Defendant also understands that this agreement does not apply to restrict any such information:

- a. known to the Government prior to the date of this Agreement;
- b. concerning the existence of prior convictions and sentences;
- c. in a prosecution for perjury or giving a false statement; or
- d. in the event the Defendant breaches any of the terms of the Plea Agreement.
- e. used to rebut any evidence or arguments offered by or on behalf of the Defendant (including arguments made or issues raised *sua sponte* by the District Court) at any stage of the criminal prosecution (including bail, trial, and sentencing).

7. Provided the Defendant cooperates pursuant to the provisions of this Plea Agreement, and that cooperation is deemed by the Government as providing substantial assistance in the investigation or prosecution of another person, the Government agrees to move the Court for a downward departure or reduction of sentence pursuant to United States Sentencing Guidelines §5K1.1, Title 18, United States Code, § 3553(e) or Federal Rule of Criminal Procedure 35(b). Any such motion by

the Government is not binding upon the Court, and should the Court deny the motion, the Defendant will have no right to withdraw his plea.

8. The Defendant agrees to voluntarily surrender to, and not to contest the forfeiture of, any and all assets and property, or portions thereof, which are subject to forfeiture pursuant to any provision of law, including but not limited to, property in the possession or control of the Defendant or Defendant's nominees. Specifically, the defendant agrees to voluntarily surrender and not contest the forfeiture of property identified in the Indictment, and any forfeiture Bill of Particulars, and a money judgment in an amount to be determined, representing the amount of gross proceeds of the offense(s) of conviction.

Following the entry of this plea agreement, defendant agrees to the Court's prompt entry of a Preliminary Order of Forfeiture incorporating a money judgment as mandated by Fed.R.Crim.P. 32.2, which shall in any event, be submitted for entry before sentencing. Defendant acknowledges that he understands that the entry of a forfeiture money judgment is part of the sentence that will be imposed in this case, and waives any failure by the Court to advise him of this,



pursuant to Rule 11(b)(1)(J) or otherwise, at any time his guilty plea is accepted.

The assets to be forfeited specifically include, but are not limited to, a money judgment representing the amount of gross proceeds of the offense(s) of conviction.

The Defendant agrees that the United States shall, at its option, be entitled to the forfeiture of any property (substitute assets) of the Defendant up to the value of the money judgment. The Court shall retain jurisdiction to settle any disputes arising from application of this clause. The defendant agrees that forfeiture of substitute assets as authorized herein shall not be deemed an alteration of the Defendant's sentence.

The Defendant agrees to take all steps necessary to identify and locate all substitute assets and to transfer custody of such assets to the United States before the Defendant's sentencing. The Defendant agrees to take all steps necessary to assist the government in obtaining clear title to any substitute assets before the Defendant's sentencing. In addition to providing full and complete information about

substitute assets, these steps include, but are not limited to, the surrender of title, the signing of a consent decree of forfeiture, and signing of any other documents necessary to effectuate such transfers.

Merger and Other Provisions

9. The Defendant represents to the court that he has met with his attorney on a sufficient number of occasions and for a sufficient period of time to discuss the Defendant's case and receive advice; that the Defendant has been truthful with his attorney and related all information of which the Defendant is aware pertaining to the case; that the Defendant and his attorney have discussed possible defenses, if any, to the charges in the Information including the existence of any exculpatory or favorable evidence or witnesses, discussed the Defendant's right to a public trial by jury or by the Court, the right to the assistance of counsel throughout the proceedings, the right to call witnesses in the Defendant's behalf and compel their attendance at trial by subpoena, the right to confront and cross-examine the government's witnesses, the Defendant's right to testify in his own behalf, or to remain silent and have no adverse inferences drawn from his silence; and that the Defendant, with the advice of counsel, has weighed the relative benefits of a trial by jury

or by the Court versus a plea of guilty pursuant to this Agreement, and has entered this Agreement as a matter of the Defendant's free and voluntary choice, and not as a result of pressure or intimidation by any person.

10. Defendant also understands that by pleading guilty, defendant will be required to register as a sex offender upon his release from prison as a condition of his supervised release pursuant to 18 U.S.C. 3583(d). Defendant also understands that independent of supervised release, he will be subject to federal and state sex offender registration requirements, and that those requirements may apply throughout his life.
11. The Defendant is aware that 18 U.S.C. § 3742 and 28 U.S.C. § 2255 afford every defendant certain rights to contest a conviction and/or sentence. Acknowledging those rights, the Defendant, in exchange for the concessions made by the Government in this Plea Agreement, waives the right to contest either the conviction or the sentence in any direct appeal or other post-conviction action, including any proceedings under 28 U.S.C. § 2255. This waiver does not apply to claims of ineffective assistance of counsel, prosecutorial misconduct, or future changes in the law that affect the defendant's sentence. This agreement does not affect the rights or obligations of the Government as set forth in 18 U.S.C. §

3742(b). Nor does it limit the Government in its comments in or responses to any post-sentencing matters.

12. The Defendant waives all rights, whether asserted directly or by a representative, to request or receive from any department or agency of the United States any records pertaining to the investigation or prosecution of this case, including without limitation any records that may be sought under the Freedom of Information Act, 5 U.S.C. § 552, or the Privacy Act of 1974, 5 U.S.C. § 552a.
13. If the Defendant complies with all the terms of this Agreement, both parties agree and stipulate that the appropriate disposition of this case (irrespective of any fines and/or forfeitures) is a sentence of 180 months actual incarceration, followed by the appropriate statutory term of supervised release. The Defendant understands that the stipulation of the parties does not bind the Court and if the Court decides that a greater sentence is appropriate, then the defendant will not be allowed to withdraw from the plea. The parties agree that if the Government develops further evidence that the defendant committed violations of the Title 18, United States Code, Sections 1591 or 1594(a) or 1594(c); that is human trafficking of persons under the age of 18 or through force or coercion, or the attempt or conspiracy to do

as such, then it is expressly agreed that the obligations of the Government within this Agreement become null and void, the Defendant understands that:

- a. the Defendant will not be permitted to withdraw his plea of guilty to the offense described above;
- b. all additional charges known to the Government may be filed in the appropriate district;
- c. the Government will argue for a maximum sentence for the offense to which the Defendant has pleaded guilty; and
- d. the Government will use any and all information and testimony provided by the Defendant pursuant to this Agreement, or any prior proffer agreements, in the prosecution of the Defendant of all charges.

14. If the Defendant does not comply with all the terms of this Agreement, the United States will seek the maximum sentence allowed by law and the Defendant will not be allowed to withdraw his plea. The parties agree that if the Government develops further evidence that the defendant committed violations of the Title 18, United States Code, Sections 1591 or 1594(a) or 1594(c); that is human trafficking of persons under the age of 18 or through force or coercion, or the attempt or conspiracy to do as such, and it is expressly agreed that if the obligations of the Government within this

Agreement become null and void due, the Defendant understands that:

- e. the Defendant will not be permitted to withdraw his plea of guilty to the offenses described above;
- f. all additional charges known to the Government may be filed in the appropriate district;
- g. the Government will argue for a maximum sentence for the offense to which the Defendant has pleaded guilty; and
- h. the Government will use any and all information and testimony provided by the Defendant pursuant to this Agreement, or any prior proffer agreements, in the prosecution of the Defendant of all charges.

15. The parties hereby agree that this Plea Agreement contains the entire agreement of the parties; that this Agreement supersedes all prior promises, representations and statements of the parties; that this Agreement shall not be binding on any party until the Defendant tenders a plea of guilty to the court having jurisdiction over this matter; that this Agreement may be modified only in writing signed by all parties; and that any and all other promises, representations and statements, whether made prior to, contemporaneous with or after this Agreement, are null and void.

7-26-17

Date

7-26-17

DATE

*Cornelius S. Lyles*

CORNELIUS LYLES, DEFENDANT

*Katherine E. Evatt*

KATHY EVATT

ATTORNEY FOR THE DEFENDANT

BETH DRAKE

UNITED STATES ATTORNEY

7-31-17

Date

*Jim May*

JIM MAY (#11355)

ASSISTANT UNITED STATES ATTORNEY

7-31-17

Date

*Jamie Schoen*

JAMIE SCHOEN (#11386)

ASSISTANT UNITED STATES ATTORNEY

**U. S. DEPARTMENT OF JUSTICE**  
**Statement of Special Assessment Amount**

**This statement reflects your special assessment only. There may be other penalties imposed at sentencing. This Special Assessment is due and payable at the time of the execution of the plea agreement.**

<b>ACCOUNT INFORMATION</b>	
<b>CRIM. ACTION NO.:</b>	
<b>DEFENDANT'S NAME:</b>	CORNELIUS LYLES
<b>PAY THIS AMOUNT:</b>	\$100.00
<b>PAYMENT DUE ON OR BEFORE:</b>	(date plea agreement signed)

**MAKE CHECK OR MONEY ORDER PAYABLE TO:**  
***CLERK, U.S. DISTRICT COURT***

**PAYMENT SHOULD BE SENT TO:**  
**Clerk, U.S. District Court**

**OR HAND DELIVERED TO:**  
**Clerk's Office**

**\*\*\*Federal\_Court\_Hand\_Delivery\_MC\*\*\*** (Mon. – Fri. 8:30 a.m.– 4:30 p.m.)

*INCLUDE DEFENDANT'S NAME ON CHECK OR MONEY ORDER (Do Not send cash)*

*ENCLOSE THIS COUPON TO INSURE PROPER and PROMPT APPLICATION OF PAYMENT*